

CAHILL GORDON & REINDEL

EIGHTY PINE STREET

NEW YORK, N.Y. 10005

FLOYD ABRAMS
ROGER ANDRUS
MICHAEL A. BECKER
HENRY G. BISGAIER
SUSAN BUCKLEY
KEVIN J. BURKE
P. KEVIN CASTEL
JAMES J. CLARK
WALTER C. CLIFF, P.C.
BENJAMIN J. COHEN
JOSEPH P. CONWAY
MARSHALL COX
THOMAS F. CURNIN
W. LESLIE DUFFY
RAYMOND L. FALLS, JR.
PATRICIA FARREN
BART FRIEDMAN
CIRO A. GAMBONI
CHARLES A. GILMAN
STEPHEN A. GREENE
ROBERT M. HALLMAN
EDWARD A. HANSEN
WILLIAM M. HARTNETT
DAVID R. HYDE
THOMAS R. JONES
ALLEN S. JOSLYN
THOMAS J. KAVALER
LAWRENCE A. KOBRIN
IMMANUEL KOHN
EDWARD P. KRUGMAN
WILLIAM T. LIFLAND
MICHAEL MACRIS

JONATHAN I. MARK
DENIS MCINERNEY, P.C.
RAND MCQUINN *
GERARD M. MEISTRELL
ROGER MELTZER
CLIFFORD L. MICHEL
JOHN P. MITCHELL
MATHIAS E. MONE
HUGH P. MORRISON, JR. *
DONALD J. MULVIHILL
KENNETH W. ORCE
CHARLES PLATTO
ROY L. REGOZIN
RICHARD L. REINHOLD
DEAN RINGEL
THORN ROSENTHAL
RICHARD J. SABELLA
IRWIN SCHNEIDERMAN, P.C.
H. RICHARD SCHUMACHER
JOHN SCHUSTER
LAURENCE A. SILVERMAN
HOWARD G. SLOANE
LAURENCE T. SORKIN
LEONARD A. SPIVAK
GERALD S. TANENBAUM
MICHAEL P. TIERNEY
ROBERT USADI
JOHN R. VAUGHAN
GEORGE WAILAND
RALPH O. WINGER
GARY W. WOLF
JOHN R. YOUNG

RECORDATION NO

16503

FILED 1425

SEP 6 1989 -2 15 PM

INTERSTATE COMMERCE COMMISSION

September 5, 1989

SAMUEL ESTREICHER
RICHARD A. MAHFOOD, Q.C. **
MICHAEL S. SACKHEIM
JOHN J. STANTON JR.
COUNSEL

FREDDY DRESSEN ***
EUROPEAN COUNSEL

WASHINGTON, D.C. OFFICE
1990 K STREET, N.W.
WASHINGTON, D.C. 20006

EUROPEAN OFFICE
19 RUE FRANÇOIS 1^{ER}
75008 PARIS, FRANCE

TELEX/CABLE
RCA 232184 WUT 127068
CAGO UR COTTOFRANK NYK
FACSIMILE 212-269-5420

* ADMITTED D.C. ONLY
** ALSO ADMITTED ENGLAND AND JAMAICA
*** ADMITTED FRANCE ONLY

TELEPHONE 212-701-3000

WRITER'S DIRECT NUMBER

(212) 701-3186

Re: The Empire District Electric Company
Documents for Recordation

Dear Secretary:

Enclosed for recording pursuant to Section 11303 of Title 49 of the U.S. Code, please find two copies of the document described below. Executed copies of the document are not available. I have therefore enclosed affidavits from the Company to the effect that the enclosed documents are true, correct and complete, conformed copies of the original.

This document is the first supplement to a mortgage, a secondary document, dated as of June 1, 1946.

The primary document to which this document is connected is being recorded at the same time.

The names and addresses of the parties are as follows:

Mortgagor: The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri

Trustees: Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois; The Joplin National Bank and Trust Company, Joplin, Missouri

Included in the property covered by this document are

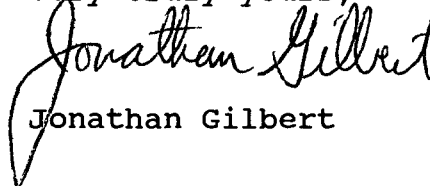
Copy to [illegible]

railroad cars intended for use related to interstate commerce, or interests therein, owned by The Empire District Electric Company at the date of the said document or thereafter acquired by it or its successors, including 125 railroad cars identified as: Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A short summary of the document to appear in the index follows: First supplement to mortgage and deed of trust between The Empire District Electric Company, 602 Joplin Street, Joplin, Missouri, as mortgagor, and Harris Trust and Savings Bank, 115 West Monroe Street, Chicago, Illinois and The Joplin National Bank and Trust Company, Joplin, Missouri, dated as of June 1, 1946, and covering real and personal property, including all rolling stock owned or acquired by mortgagor, including 125 Bethgon gondola-type cars, bearing the following identification marks: EDEX 89-001, EDEX 89-002 and EDEX 89-100 through EDEX 89-222.

A fee of \$13.00 is enclosed. Please return any documents not needed by the Commission for recordation to the undersigned. If you have any questions about this filing, please do not hesitate to call me at (212) 701-3186.

Very truly yours,

A handwritten signature in cursive script that reads "Jonathan Gilbert". The signature is written in dark ink and is positioned above the printed name.

Jonathan Gilbert

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

[Enclosures]

By Hand

REGISTRATION NO. 16503-A
FILED 1425

SEP 6 1989 - 2 15 PM

INTERSTATE COMMERCE COMMISSION

THE EMPIRE DISTRICT ELECTRIC COMPANY

TO

HARRIS TRUST AND SAVINGS BANK

AND

THE JOPLIN NATIONAL BANK AND TRUST COMPANY,
TRUSTEES

First Supplemental Indenture

Dated as of June 1, 1946.

(Supplemental to Indenture dated as of September 1, 1944)

SUPPLEMENTAL INDENTURE dated as of June 1, 1946, between **THE EMPIRE DISTRICT ELECTRIC COMPANY**, a corporation organized and existing under the laws of the State of Kansas (hereinafter called the "Company"), party of the first part, and **HARRIS TRUST AND SAVINGS BANK**, a corporation organized and existing under the laws of the State of Illinois and having its principal place of business at No. 115 West Monroe Street, in the City of Chicago, Illinois, and **THE JOPLIN NATIONAL BANK AND TRUST COMPANY**, a corporation organized and existing under the laws of the United States of America and having its principal place of business in the City of Joplin, Missouri (hereinafter sometimes called respectively the "Principal Trustee" and the "Missouri Trustee" and together the "Trustees" and each thereof a "Trustee"), as Trustees, parties of the second part.

WHEREAS the Company has heretofore executed and delivered its Indenture dated as of September 1, 1944 (hereinafter referred to as the "Original Indenture") to the Trustees to secure an issue of First Mortgage Bonds of the Company, issuable in series, and issued thereunder its First Mortgage Bonds, 3½% Series due 1969, due September 1, 1969, in the aggregate principal amount of \$10,600,000, being the initial series of bonds issued under the Original Indenture; and

WHEREAS the Company covenanted in and by the Original Indenture to execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, especially to evidence the subjection to the lien thereof any property intended to be subjected to the lien thereof; and

WHEREAS the Company, since the execution and delivery of the Original Indenture, has acquired certain additional property hereinafter described or mentioned and the Company desires to execute and deliver this Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of assuring, conveying and confirming unto the Trustees said certain additional property which by the terms of the Original Indenture is subject to the lien thereof; and

WHEREAS under Article 3 of the Original Indenture the Company is authorized to issue additional bonds upon the terms and conditions expressed in the Original Indenture; and

WHEREAS the Company proposes to issue \$2,000,000 aggregate principal amount of a new series of First Mortgage Bonds to mature June 1, 1976 and to be designated as First Mortgage Bonds, 27/8% Series due 1976 (hereinafter sometimes called the "Bonds" or "Bonds of the 27/8% Series"; and

WHEREAS the Company, by appropriate corporate action, has duly resolved and determined to execute this Supplemental Indenture for the purpose of providing for the creation of said Bonds of the 27/8% Series and of specifying the form and provisions thereof as in said Original Indenture provided or permitted and of making subject to the lien of the Original Indenture and of this Supplemental Indenture, the additional properties hereinafter described; and

WHEREAS the definitive First Mortgage Bonds, 27/8% Series due 1976, the interest coupons to be attached to such Bonds and the Principal Trustee's Certificate of Authentication to be endorsed thereon, are to be substantially in the forms following respectively:

[FORM OF COUPON BOND, 27/8% SERIES DUE 1976]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

27/8% SERIES DUE 1976

DUE JUNE 1, 1976

No.

\$1,000.00

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, promises to pay to bearer, or in case this bond be registered, to the registered owner

hereof, on June 1, 1976 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), One Thousand Dollars (\$1,000), at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of June and on the first day of December in each year, to pay interest thereon at said office or agency, or at the office or agency of the Company in the Borough of Manhattan, the City of New York, at the rate of $2\frac{7}{8}\%$ per annum from the date hereof until the Company's obligation with respect to such principal sum shall be discharged, but, until maturity, only upon presentation and surrender of the annexed coupons as they become due. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), and that certain First Supplemental Indenture dated as of June 1, 1946 (said mortgage and deed of trust and said indenture supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said

bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1976, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon at least 30 days' prior notice, in whole, or in part by lot, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning June 1 in each of the following years:

Beginning June 1	Percentage	Beginning June 1	Percentage
1946.....	105.00	1961.....	102.41
1947.....	104.83	1962.....	102.24
1948.....	104.65	1963.....	102.07
1949.....	104.48	1964.....	101.90
1950.....	104.31	1965.....	101.72
1951.....	104.14	1966.....	101.55
1952.....	103.97	1967.....	101.38
1953.....	103.79	1968.....	101.21
1954.....	103.62	1969.....	101.03
1955.....	103.45	1970.....	100.86
1956.....	103.28	1971.....	100.69
1957.....	103.10	1972.....	100.52
1958.....	102.93	1973.....	100.34
1959.....	102.76	1974.....	100.17
1960.....	102.59	1975.....	100.00

together in each case with accrued and unpaid interest to the date fixed for redemption.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on December 1, 1949 and on each December 1 or June 1 thereafter prior to maturity, upon similar notice, at the following percentages of the principal amount thereof:

If redeemed on	Percentage	If redeemed on	Percentage
Dec. 1, 1949.....	101.36	June 1, 1963.....	100.76
June 1, 1950.....	101.34	Dec. 1, 1963.....	100.73
Dec. 1, 1950.....	101.32	June 1, 1964.....	100.71
June 1, 1951.....	101.30	Dec. 1, 1964.....	100.68
Dec. 1, 1951.....	101.29	June 1, 1965.....	100.65
June 1, 1952.....	101.27	Dec. 1, 1965.....	100.62
Dec. 1, 1952.....	101.25	June 1, 1966.....	100.59
June 1, 1953.....	101.23	Dec. 1, 1966.....	100.56
Dec. 1, 1953.....	101.21	June 1, 1967.....	100.53
June 1, 1954.....	101.18	Dec. 1, 1967.....	100.50
Dec. 1, 1954.....	101.16	June 1, 1968.....	100.47
June 1, 1955.....	101.14	Dec. 1, 1968.....	100.44
Dec. 1, 1955.....	101.12	June 1, 1969.....	100.41
June 1, 1956.....	101.10	Dec. 1, 1969.....	100.38
Dec. 1, 1956.....	101.08	June 1, 1970.....	100.35
June 1, 1957.....	101.05	Dec. 1, 1970.....	100.32
Dec. 1, 1957.....	101.03	June 1, 1971.....	100.28
June 1, 1958.....	101.01	Dec. 1, 1971.....	100.25
Dec. 1, 1958.....	100.99	June 1, 1972.....	100.21
June 1, 1959.....	100.96	Dec. 1, 1972.....	100.18
Dec. 1, 1959.....	100.94	June 1, 1973.....	100.14
June 1, 1960.....	100.91	Dec. 1, 1973.....	100.11
Dec. 1, 1960.....	100.89	June 1, 1974.....	100.07
June 1, 1961.....	100.86	Dec. 1, 1974.....	100.04
Dec. 1, 1961.....	100.84	June 1, 1975.....	100.00
June 1, 1962.....	100.81	Dec. 1, 1975.....	100.00
Dec. 1, 1962.....	100.79		

together in each case with accrued and unpaid interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond shall pass by delivery unless the same shall have been registered as to principal in accordance with the provisions hereof. This bond may be registered as to principal in the owner's name on the books of the Company kept for such purpose by the Company at its office or agency in the City of Chicago, Illinois, such registry being noted hereon by the Company's registrar. After such registration no transfer hereof shall be valid unless made on the Company's books by the registered owner or by his attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registry by being transferred to bearer, after which it shall be transferable by delivery, but it shall be subject to successive registrations and transfers to bearer as before. Such registration, however shall not affect the negotiability of the coupons, which shall always be payable to bearer and transferable by delivery. The Company and the Trustees and any paying agent may deem and treat the bearer of this bond, if it be not registered as to principal, and the bearer of any coupon hereunto appertaining, or if this bond be registered as herein authorized, the person in whose name the same is registered, as the absolute owner for the purpose of receiving payment and for all other purposes.

The holder of this bond, at his option, may surrender the same, alone or with other bonds of the same series and maturity, with all unmatured coupons attached thereto, at the above mentioned office or agency of the Company, for cancellation and exchange for one or more fully registered bonds without coupons, of the same aggregate principal amount and of the same series and maturity, which fully registered bond or bonds without coupons may in turn be re-exchanged for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture.

Upon each such exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

Neither this bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by its President or a Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary, and interest coupons bearing the facsimile signature of its Treasurer to be annexed hereto, all as of June 1, 1946.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By

Attest:

Vice President.

.....
Assistant Secretary.

[FORM OF INTEREST COUPON FOR BONDS OF THE 27/8% SERIES DUE 1976]

\$14.3-

On the 1st day of _____, 19____ (unless the bond hereinafter mentioned shall have been called for previous redemption and payment of the redemption price thereof duly provided for), The Empire District Electric Company will pay to bearer, upon surrender hereof, at its office or agency in the City of Chicago, Illinois, or at its office or agency in the Borough of Manhattan, the City of New York, Fourteen Dollars and Thirty-_____ Cents (\$14.3-) in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Bond, 27/8% Series due 1976, No. _____.

Treasurer.

[The amount of odd numbered coupons shall be \$14.38;
the amount of even numbered coupons shall be \$14.37.]

[FORM OF FULLY REGISTERED BOND WITHOUT COUPONS,
27/8% SERIES DUE 1976]

THE EMPIRE DISTRICT ELECTRIC COMPANY

FIRST MORTGAGE BOND

27/8% SERIES DUE 1976

DUE JUNE 1, 1976

No.

\$.....

THE EMPIRE DISTRICT ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Kansas (hereinafter sometimes called the Company), for value received, promises to pay to _____, or registered assigns, on June 1, 1976

(unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), Dollars (\$) at its office or agency in the City of Chicago, Illinois, and semi-annually on the first day of June and the first day of December in each year, to pay interest thereon at said office or agency, at the rate of $2\frac{7}{8}\%$ per annum from the semi-annual interest payment date next preceding the date of this bond (unless this bond be dated on an interest payment date, in which case from the date hereof; or unless this bond be dated prior to the first interest payment date in respect thereof, in which case from the beginning of the first interest period for bonds of this series, and except that if this bond is delivered on a transfer or exchange of or in substitution for another bond or bonds it shall bear interest from the last preceding date to which interest shall have been paid on the bond or bonds in respect of which this bond is delivered), until the Company's obligation with respect to such principal sum shall be discharged. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund, established in accordance with the provisions of the indenture hereinafter mentioned, may afford additional security for the bonds of any particular series) by a certain mortgage and deed of trust, dated as of September 1, 1944, made by the Company to Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as Trustees (hereinafter called the Trustees), and that certain First Supplemental Indenture dated as of June 1, 1946 (said mortgage and deed of trust and said indenture supplemental thereto being hereinafter collectively called the "Indenture"), to which Indenture (and to all indentures supplemental thereto) reference is hereby made for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds and the coupons appurtenant to coupon bonds, under the Indenture, and the terms and conditions upon which said

bonds are secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds and coupons (including those pertaining to any sinking or other fund) may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however*, that without the consent of the holder hereof no such modification or alteration shall be made which will extend the time of payment of the principal of or the interest on this bond or reduce the principal amount hereof or the rate of interest hereon or effect any other modification of the terms of payment of such principal or interest or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive any non-assenting bondholder of a lien upon the mortgaged property for the security of his bonds, or will reduce the percentage of bonds required for the aforesaid action under the Indenture. This bond is one of a series of bonds designated as the First Mortgage Bonds, 27/8% Series due 1976, of the Company.

The bonds of this series are subject to redemption at any time prior to maturity, upon at least 30 days' prior notice, in whole, or in part by lot, at the option of the Company, all as more fully provided in the Indenture, at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning June 1 in each of the following years:

Beginning June 1	Percentage	Beginning June 1	Percentage
1946.....	105.00	1961.....	102.41
1947.....	104.83	1962.....	102.24
1948.....	104.65	1963.....	102.07
1949.....	104.48	1964.....	101.90
1950.....	104.31	1965.....	101.72
1951.....	104.14	1966.....	101.55

1952.....	103.97	1967.....	101.38
1953.....	103.79	1968.....	101.21
1954.....	103.62	1969.....	101.03
1955.....	103.45	1970.....	100.86
1956.....	103.28	1971.....	100.69
1957.....	103.10	1972.....	100.52
1958.....	102.93	1973.....	100.34
1959.....	102.76	1974.....	100.17
1960.....	102.59	1975.....	100.00

together in each case with accrued and unpaid interest to the date fixed for redemption.

The bonds of this series are entitled to the benefit of the Sinking Fund provided for in the Indenture and, in the manner and to the extent provided in the Indenture, any one or more of the bonds of this series are subject to redemption through the operation of said Sinking Fund on December 1, 1949 and on each December 1 or June 1 thereafter prior to maturity, upon similar notice, at the following percentages of the principal amount thereof:

If redeemed on		Percentages		If redeemed on		Percentages	
Dec. 1, 1949.....	101.36			June 1, 1963.....	100.76		
June 1, 1950.....	101.34			Dec. 1, 1963.....	100.73		
Dec. 1, 1950.....	101.32			June 1, 1964.....	100.71		
June 1, 1951.....	101.30			Dec. 1, 1964.....	100.68		
Dec. 1, 1951.....	101.29			June 1, 1965.....	100.65		
June 1, 1952.....	101.27			Dec. 1, 1965.....	100.62		
Dec. 1, 1952.....	101.25			June 1, 1966.....	100.59		
June 1, 1953.....	101.23			Dec. 1, 1966.....	100.56		
Dec. 1, 1953.....	101.21			June 1, 1967.....	100.53		
June 1, 1954.....	101.18			Dec. 1, 1967.....	100.50		
Dec. 1, 1954.....	101.16			June 1, 1968.....	100.47		
June 1, 1955.....	101.14			Dec. 1, 1968.....	100.44		
Dec. 1, 1955.....	101.12			June 1, 1969.....	100.41		
June 1, 1956.....	101.10			Dec. 1, 1969.....	100.38		
Dec. 1, 1956.....	101.08			June 1, 1970.....	100.35		
June 1, 1957.....	101.05			Dec. 1, 1970.....	100.32		

Dec. 1, 1957.....101.03	June 1, 1971.....100.28
June 1, 1958.....101.01	Dec. 1, 1971.....100.25
Dec. 1, 1958.....100.99	June 1, 1972.....100.21
June 1, 1959.....100.96	Dec. 1, 1972.....100.18
Dec. 1, 1959.....100.94	June 1, 1973.....100.14
June 1, 1960.....100.91	Dec. 1, 1973.....100.11
Dec. 1, 1960.....100.89	June 1, 1974.....100.07
June 1, 1961.....100.86	Dec. 1, 1974.....100.04
Dec. 1, 1961.....100.84	June 1, 1975.....100.00
June 1, 1962.....100.81	Dec. 1, 1975.....100.00
Dec. 1, 1962.....100.79	

together in each case with accrued and unpaid interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the City of Chicago, Illinois, upon surrender and cancellation of this bond, and thereupon a new fully registered bond without coupons of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company will pay the interest on any fully registered bond without coupons only to or upon the order of the owner registered on the Company's books at the date interest is payable on such bond, according to the terms thereof. The Company and the Trustees and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes. This bond, alone, or with other bonds of the same series and maturity, may in like manner

be exchanged at such office or agency for one or more new fully registered bonds without coupons of the same series and maturity, in denominations approved by the Company, of the same aggregate principal amount, or the registered owner of this bond may at his option surrender the same for cancellation and exchange for a coupon bond or bonds of the same aggregate principal amount and of the same series and maturity with coupons attached maturing on and after the next ensuing interest date, which coupon bonds may in turn be re-exchanged for fully registered bonds without coupons of the same aggregate principal amount and of the same series and maturity, all as provided in the Indenture. Upon each such transfer, exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any bonds or coupons thereby secured, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, as such, of the Company, whether former, present or future, either directly, or indirectly through the Company or the Trustees or either of them, by the enforcement of any subscription to capital stock, assessment or otherwise, or by any legal or equitable proceeding by virtue of any statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, subscribers, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture under which this bond is issued.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Harris Trust and Savings Bank, or its successor as a Trustee under the Indenture.

IN WITNESS WHEREOF, THE EMPIRE DISTRICT ELECTRIC COMPANY has caused this bond to be signed in its name by its President or a

Vice-President, and its corporate seal to be affixed hereto and attested by its Secretary or an Assistant Secretary.

Dated .

THE EMPIRE DISTRICT ELECTRIC COMPANY,

By
Vice-President.

Attest:

.....
Assistant Secretary.

[FORM OF PRINCIPAL TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

HARRIS TRUST AND SAVINGS BANK,
As Trustee,

By
Authorized Officer.

and

WHEREAS the Company represents that all acts and things necessary have happened, been done, and been performed, to make the First Mortgage Bonds, 27/8% Series due 1976, when duly executed by the Company and authenticated by the Principal Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to make the Original Indenture and this Supplemental Indenture valid and binding instruments for the security thereof, in accordance with their terms;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That The Empire District Electric Company, the Company herein named, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and the interest on all bonds from time to time outstanding under the Original Indenture and this Supplemental Indenture and any other indentures supplemental to the Original Indenture, according to the terms of said bonds and of the coupons attached thereto, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto HARRIS TRUST AND SAVINGS BANK and THE JOPLIN NATIONAL BANK AND TRUST COMPANY, as Trustees, and their respective successor or successors in the trust, and its or their assigns forever, the following property, with the same force and effect as though specifically described in the granting clauses of the Original Indenture, that is to say:

Newton County, Missouri

Wentworth Dwelling Site:

A tract of land in County of Newton, State of Missouri: All two (2) acres in the northwest corner of the northwest quarter of Section eleven (11), Township twenty-six (26), Range twenty-nine (29), beginning at a point two hundred and ten (210) feet east of the northwest corner of said Section eleven (11) running thence west to said corner two hundred and ten (210) feet, thence south four hundred and fifteen (415) feet, thence east two hundred and ten (210) feet, thence north four hundred and fifteen (415) feet to point of beginning.

Hickory County, Missouri

A tract of land in County of Hickory, State of Missouri: All of a tract described as starting at a point in intersection of the Range line between Range twenty-one (21) east and Range twenty-two (22) east with the south border line of U. S. Highway number fifty-four (54) for a point of beginning, thence south along said Range line one hundred (100) feet, thence west four hundred and thirty-five (435) feet, thence north to the south border line of U. S. Highway number fifty-four (54), thence in a southeasterly direction along the south border line of U. S. Highway number fifty-four (54) to point of beginning in Section twenty-four (24), Township thirty-seven (37) north, Range twenty-two (22), west of fifth P. M., containing one (1) acre more or less.

SUBSTATIONS ON LEASED PROPERTIES

Sub-station No.	Name of Lessor	Name of Original Lessee	Date of Lease
<i>Barry County, Missouri</i>			
178	St. Louis & San Francisco R. Co.	The Company	April 12, 1944
207	James L. and Bertha V. Smith	" "	July 1, 1945

Jasper County, Missouri

619	Ernest V. and Bessie N. Gisell	" "	July 6, 1944
-----	--------------------------------	-----	--------------

ELECTRIC TRANSMISSION AND DISTRIBUTION LINES

1. The Neutral Line:

That certain single phase, 6900 volt, single circuit, wood pole distribution line and branches thereof known as the Neutral Line, approximately 6.00 miles in length, extending from Ryan four pole of the Company to the Neutral community, all as located, constructed and equipped in the County of Cherokee, State of Kansas.

Approximately 5.00 miles of the above described line is on wood poles previously described as the Neutral Telephone Line. (Item No. 27 in Part Fourth of the Original Indenture.)

2. The Missouri Utilities Tap Line:

That certain three phase, 12,000 volt, single circuit, wood pole distribution line known as the Missouri Utilities Tap Line, approximately 1.60 miles in length, extending from a point on the Webb City-Carthage Line in the southwest quarter of Section 29, Township 29 N, Range 32 W, in the County of Jasper, State of Missouri, south to the water-pumping station of the Missouri Utilities Company, all as located, constructed and equipped in the County of Jasper, State of Missouri.

Also all other property, whether real, personal or mixed (except as in the Original Indenture expressly excepted) of every nature and kind and wheresoever situated now owned or hereafter acquired by the Company;

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of §8.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property, and every part and parcel thereof;

SUBJECT, HOWEVER, to permitted encumbrances as defined in the Original Indenture; and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition, and also subject to the provisions of *Article 12* of the Original Indenture;

TO HAVE AND TO HOLD the same, unto the Trustees and their and each of their respective successors and assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, so that the same shall be held specifically by the Trustees under and subject to the terms of the Original Indenture in identically the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Original Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Original Indenture and this Supplemental Indenture and any other indentures supplemental to the Original Indenture expressed to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in the trust under the Original Indenture, for the benefit of those who shall hold the bonds and coupons, or any of them, to be issued hereunder and thereunder, as hereinafter provided, as follows:

ARTICLE I.

Creation of First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1976.

SECTION 1. A new series of bonds to be issued under and secured by the Original Indenture and this Supplemental Indenture is hereby created, to be designated as First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1976. The First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1976, shall be limited to an aggregate principal amount of Two million dollars (\$2,000,000), excluding any Bonds of the 2 $\frac{7}{8}$ % Series due 1976 which may be authenticated in lieu of or in substitution or exchange for other Bonds of the 2 $\frac{7}{8}$ % Series due 1976 pursuant to the provisions of *Article 2* or of §15.09 of the Original Indenture. Said Bonds and the interest coupons to be attached to coupon bonds and the certificate of authentication of the Principal Trustee to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited, respectively.

All fully registered Bonds of the 2 $\frac{7}{8}$ % Series due 1976 without coupons shall be dated as provided in §2.04 of *Article 2* of the Original Indenture. All coupon Bonds of the 2 $\frac{7}{8}$ % Series due 1976 shall be dated June 1, 1946, and all Bonds of the 2 $\frac{7}{8}$ % Series due 1976 shall mature June 1, 1976 and shall bear interest at the rate of 2 $\frac{7}{8}$ % per annum, payable semi-annually on June 1 and December 1 in each year; both principal and interest shall be payable at the office or agency of the Company in the City of Chicago, Illinois, and in the case of coupon bonds, the interest thereon shall also be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; and both principal and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

Said Bonds shall be issued as coupon bonds, with the privilege of registration as to principal, in the denomination of One thousand dollars (\$1,000) and as fully registered bonds without coupons in denominations of One thousand dollars (\$1,000), Ten thousand dollars (\$10,000) and multiples of either thereof as may from time to time be authorized by the Board of Directors.

Coupon Bonds and fully registered Bonds of the 2 $\frac{7}{8}$ % Series due 1976 shall be interchangeable at the office or agency of the Company in the City of Chicago, Illinois, in the manner and upon the terms set forth in §2.05 of *Article 2* of the Original Indenture, upon payment of charges as required or permitted by the provisions of §2.08 of *Article 2* of the Original Indenture.

SECTION 2. The Bonds of the 2 $\frac{7}{8}$ % Series due 1976 described in Section 1 of this Article, in the aggregate principal amount of Two million dollars (\$2,000,000), shall be executed by the Company and delivered to the Principal Trustee and, upon compliance with all the provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Principal Trustee and delivered

(without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II.

Redemption of Bonds of the 2 $\frac{7}{8}$ % Series due 1976.

SECTION 1. The Bonds of the 2 $\frac{7}{8}$ % Series due 1976 shall, in the manner provided in *Article 5* of the Original Indenture, be redeemable at any time prior to maturity, in whole, or in part by lot, at the option of the Company at the following percentages of the principal amounts thereof, during the respective twelve months' periods beginning June 1 in each of the following years, together in each case with accrued interest to the date fixed for redemption:

1946.....	105.00	1961.....	102.41
1947.....	104.83	1962.....	102.24
1948.....	104.65	1963.....	102.07
1949.....	104.48	1964.....	101.90
1950.....	104.31	1965.....	101.72
1951.....	104.14	1966.....	101.55
1952.....	103.97	1967.....	101.38
1953.....	103.79	1968.....	101.21
1954.....	103.62	1969.....	101.03
1955.....	103.45	1970.....	100.86
1956.....	103.28	1971.....	100.69
1957.....	103.10	1972.....	100.52
1958.....	102.93	1973.....	100.34
1959.....	102.76	1974.....	100.17
1960.....	102.59	1975.....	100.00

The Bonds of the 2 $\frac{7}{8}$ % Series due 1976 shall also be redeemable through the operation of the Sinking Fund in the manner, to the extent and at the sinking fund redemption prices provided in *Article III* of this Supplemental Indenture.

SECTION 2. The provisions of §5.03, §5.04 and §5.05 of *Article 5* of the Original Indenture shall be applicable to Bonds of the 2 $\frac{7}{8}$ % Series due 1976.

SECTION 3. The holder of each and every Bond of the 2 $\frac{7}{8}$ % Series due 1976 issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions provided for in Article 5 of the Original Indenture and Article III of this Supplemental Indenture.

ARTICLE III.

Sinking Fund for Bonds of the 2 $\frac{7}{8}$ % Series due 1976.

SECTION 1. For the purpose of this Article, the 1st day of December, 1949 and each 1st day of June and 1st day of December thereafter, to and including December 1, 1975, are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

SECTION 2. The Company covenants and agrees that it will on December 1, 1949 create, and so long as any Bonds of the 2 $\frac{7}{8}$ % Series are outstanding, maintain a Sinking Fund for the Bonds of the 2 $\frac{7}{8}$ % Series, and that it will pay to the Principal Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 2 $\frac{7}{8}$ % Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire \$10,000 principal amount of Bonds of the 2 $\frac{7}{8}$ % Series, at prices not exceeding the current Sinking Fund Redemption Price, hereinafter defined.

SECTION 3. All cash paid by the Company to the Principal Trustee pursuant to the provisions of this Article is herein referred to as "Sinking Fund Cash" and shall be applied to the retirement of Bonds of the 2 $\frac{7}{8}$ % Series as provided in this Article.

If the total amount of all Sinking Fund Cash at any time in the Sinking Fund (except at the time of the last Sinking Fund payment) shall not exceed \$1,000, the Principal Trustee shall, at the request of the Company, retain the same in the Sinking Fund, in which case the same shall be added to and used in the same manner as the next succeeding Sinking Fund cash payment.

SECTION 4. The Company shall have the right to anticipate at any time or from time to time all or any part of any or all sinking fund installments by delivering Bonds of the 27/8% Series to the Trustee or by redeeming and paying Bonds of the 27/8% Series in accordance with the provisions of Article II. To the extent that the Company shall at any time so anticipate sinking fund installments it shall be entitled to a credit on its obligation to pay in cash the amount of any such Sinking Fund payment, to the extent of the aggregate principal amount of

(a) any Bonds of the 27/8% Series which the Company shall have acquired and delivered to the Principal Trustee for cancellation by it and for credit upon such Sinking Fund payment,

(b) any Bonds of the 27/8% Series previously redeemed or called for redemption, otherwise than through operation of the Sinking Fund, and no longer outstanding, and

(c) any Bonds of the 27/8% Series previously purchased by the Company and cancelled by the Trustee;

and in each case not theretofore applied as a credit on any Sinking Fund obligation or used for any other purpose under the Original Indenture, such Bonds of the 27/8% Series in any such case to be valued for the purposes of such credit at the Sinking Fund Redemption Price in effect on the Sinking Fund Payment Date on which such credit is taken.

SECTION 5. On each Sinking Fund Payment Date the redemption price applicable to Bonds of the 27/8% Series to be purchased or retired under the provisions of this Article shall be the percentage of the prin-

cipal amount thereof set forth in the following table, together in each case with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price"):

If redeemed on	Percentage	If redeemed on	Percentage
Dec. 1, 1949.....	101.36	June 1, 1963.....	100.76
June 1, 1950.....	101.34	Dec. 1, 1963.....	100.73
Dec. 1, 1950.....	101.32	June 1, 1964.....	100.71
June 1, 1951.....	101.30	Dec. 1, 1964.....	100.68
Dec. 1, 1951.....	101.29	June 1, 1965.....	100.65
June 1, 1952.....	101.27	Dec. 1, 1965.....	100.62
Dec. 1, 1952.....	101.25	June 1, 1966.....	100.59
June 1, 1953.....	101.23	Dec. 1, 1966.....	100.56
Dec. 1, 1953.....	101.21	June 1, 1967.....	100.53
June 1, 1954.....	101.18	Dec. 1, 1967.....	100.50
Dec. 1, 1954.....	101.16	June 1, 1968.....	100.47
June 1, 1955.....	101.14	Dec. 1, 1968.....	100.44
Dec. 1, 1955.....	101.12	June 1, 1969.....	100.41
June 1, 1956.....	101.10	Dec. 1, 1969.....	100.38
Dec. 1, 1956.....	101.08	June 1, 1970.....	100.35
June 1, 1957.....	101.05	Dec. 1, 1970.....	100.32
Dec. 1, 1957.....	101.03	June 1, 1971.....	100.28
June 1, 1958.....	101.01	Dec. 1, 1971.....	100.25
Dec. 1, 1958.....	100.99	June 1, 1972.....	100.21
June 1, 1959.....	100.96	Dec. 1, 1972.....	100.18
Dec. 1, 1959.....	100.94	June 1, 1973.....	100.14
June 1, 1960.....	100.91	Dec. 1, 1973.....	100.11
Dec. 1, 1960.....	100.89	June 1, 1974.....	100.07
June 1, 1961.....	100.86	Dec. 1, 1974.....	100.04
Dec. 1, 1961.....	100.84	June 1, 1975.....	100.00
June 1, 1962.....	100.81	Dec. 1, 1975.....	100.00
Dec. 1, 1962.....	100.79		

SECTION 6. Sixty days prior to each Sinking Fund Payment Date the Company will deliver a statement to the Principal Trustee stating

- (i) the aggregate principal amount and serial numbers of Bonds of the 2 $\frac{7}{8}$ % Series which the Company has theretofore

surrendered or intends to surrender to the Principal Trustee on the next Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Article;

(ii) the aggregate principal amount and serial numbers of Bonds of the 2 $\frac{7}{8}$ % Series which the Company has previously redeemed or called for redemption otherwise than through the operation of the Sinking Fund and which the Company intends to use in satisfaction of its Sinking Fund obligation pursuant to this Article; and

(iii) the balance resulting from deducting from the principal amount of Bonds of the 2 $\frac{7}{8}$ % Series required to be retired on the next succeeding Sinking Fund Payment Date by *Section 2* of this Article, the aggregate principal amount of Bonds of the 2 $\frac{7}{8}$ % Series stated in subdivisions (i) and (ii) of this Section which the Company states has been or will be surrendered on such date in satisfaction of its Sinking Fund obligation.

Such statement is in this Article referred to as "the Statement", and the balance resulting from such deduction in said Statement is hereinafter in this Article referred to as the "Amount set forth in the Statement".

SECTION 7. It shall be the duty of the Principal Trustee to apply the Sinking Fund Cash to the purchase or redemption of Bonds of the 2 $\frac{7}{8}$ % Series, at prices not exceeding such current Sinking Fund Redemption Price, in a principal amount equal to the Amount set forth in the Statement. Such purchase or redemption shall be carried out as follows:

(a) If, on the date (hereinafter referred to as the "*60 Day Determination Date*") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, all Bonds of the 2 $\frac{7}{8}$ % Series are registered Bonds of the 2 $\frac{7}{8}$ % Series without coupons and/or coupon Bonds of the 2 $\frac{7}{8}$ % Series registered as to princi-

pal, the Principal Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of the 27/8% Series pro rata among the registered owners of such Bonds of the 27/8% Series in the ratio which the principal amount of such Bonds of the 27/8% Series held by each registered owner on the 60 Day Determination Date bears to the total principal amount of Bonds of the 27/8% Series outstanding on the 60 Day Determination Date; *provided, however*, that the portion of the principal amount of each registered Bond of the 27/8% Series to be redeemed shall be \$1,000 or a multiple thereof. The Principal Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of the 27/8% Series to be then redeemed and shall promptly advise the Company as to the allocation so made by it.

Thereupon the Company shall give 30 days' notice of such redemption to all registered owners of the Bonds of the 27/8% Series. Such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of the 27/8% Series at their addresses as the same shall appear on the Bond of the 27/8% Series register of the Company.

Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the current Sinking Fund Redemption Price, (iv) the numbers and principal amount of Bonds of the 27/8% Series of each registered owner to be then redeemed in whole or in part and (v) that on the date fixed for redemption interest on such Bonds of the 27/8% Series, or portion of Bonds of the 27/8% Series to be redeemed, shall cease.

In case any registered Bond of the 27/8% Series without coupons shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed, and (ii) that, upon the presen-

tation of such registered Bond of the 2 $\frac{7}{8}$ % Series for partial redemption, a new Bond of the 2 $\frac{7}{8}$ % Series or Bonds of the 2 $\frac{7}{8}$ % Series of an aggregate principal amount equal to the unredeemed portion of such registered Bonds of the 2 $\frac{7}{8}$ % Series will be issued in lieu thereof; and in such case the Company shall execute and the Principal Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond of the 2 $\frac{7}{8}$ % Series, at the expense of the Company, a Bond of the 2 $\frac{7}{8}$ % Series or Bonds of the 2 $\frac{7}{8}$ % Series in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond of the 2 $\frac{7}{8}$ % Series, or, at the option of the registered owner of such Bond of the 2 $\frac{7}{8}$ % Series, the Principal Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption.

(b) In the event that on the 60-Day Determination Date there are outstanding any Bonds of the 2 $\frac{7}{8}$ % Series which are unregistered coupon Bonds of the 2 $\frac{7}{8}$ % Series, the Principal Trustee shall apply to the purchase or redemption of such outstanding unregistered coupon Bonds of the 2 $\frac{7}{8}$ % Series a portion of the Sinking Fund Cash equal (so far as the Principal Trustee shall in its uncontrolled discretion determine is practicable) to the ratio which the principal amount of such unregistered coupon Bonds of the 2 $\frac{7}{8}$ % Series outstanding on such date bears to the total principal amount of Bonds of the 2 $\frac{7}{8}$ % Series outstanding on such date; and the Principal Trustee shall apply the balance of such Sinking Fund Cash to the redemption of registered Bonds of the 2 $\frac{7}{8}$ % Series without coupons and/or coupon Bonds of the 2 $\frac{7}{8}$ % Series registered as to principal pro rata among the registered holders of such Bonds of the 2 $\frac{7}{8}$ % Series in the ratio which the principal amount of Bonds of the 2 $\frac{7}{8}$ % Series held by each registered holder on the 60-Day Determination Date bears to the total principal amount of registered Bonds of the 2 $\frac{7}{8}$ % Series without coupons and/or coupon Bonds of the 2 $\frac{7}{8}$ % Series registered as to principal. The Principal Trustee shall promptly

notify the Company of any determination made by it pursuant to this subdivision.

Thereafter, if exchanges of registered Bonds of the 27/8% Series without coupons for coupon Bonds of the 27/8% Series, or vice versa, or transfers of registered coupon Bonds of the 27/8% Series to bearer, or vice versa, shall be made before the last date upon which written proposals for the sale of Bonds of the 27/8% Series may be received by the Principal Trustee as contemplated by subdivision (c) of this Section, the Principal Trustee, with the approval of the Company, evidenced by the written consent of the Company, may make such arrangements by endorsements on the Bonds of the 27/8% Series involved or otherwise as it shall deem appropriate to allocate Sinking Fund Cash among the Bonds of the 27/8% Series issued on any such exchange or transfer.

(c) In the event that on the 60 Day Determination Date there are outstanding any Bonds of the 27/8% Series which are unregistered coupon Bonds of the 27/8% Series, the Company may, prior to each Sinking Fund Payment Date, give notice to all holders of such unregistered coupon Bonds of the 27/8% Series by publication two (2) times in one calendar week in at least one daily newspaper of general circulation regularly published in the English language in the City of Chicago, Illinois, and in the Borough of Manhattan, The City of New York (in each case upon any day of the week and in any such newspaper, but the first publication in each case to be not more than fifty-five (55) days and not less than fifty (50) days before such Sinking Fund Payment Date) of the intention of the Principal Trustee to apply Sinking Fund Cash to the purchase of an aggregate principal amount of unregistered coupon Bonds of the 27/8% Series, specified in such notice (which aggregate principal amount shall be the aggregate principal amount of unregistered coupon Bonds of the 27/8% Series to be retired pursuant to the provisions of *subdivision (b)* of this Section) and inviting proposals to be made to the Principal Trustee for the sale of such Bonds of the 27/8% Series on the next succeeding Sinking Fund

Payment Date in the principal amount specified in such notice at prices not to exceed such current Sinking Fund Redemption Price. Proof of such publication shall be filed by the Company with the Principal Trustee.

The above notice shall state (i) that proposals shall be deemed to be made for all or any part of the Bonds of the 27/8% Series offered, whether so expressed or not, (ii) the last date upon which such written proposals shall be received by the Principal Trustee (which such last date shall be not less than forty (40) days prior to such Sinking Fund Payment Date), and (iii) the date when Bonds of the 27/8% Series accepted for purchase by the Principal Trustee shall be delivered to the Principal Trustee against payment therefor, which date shall be the next succeeding Sinking Fund Payment Date.

From the unregistered coupon Bonds of the 27/8% Series offered in response to such notice, the Principal Trustee shall, as agent for the Company, accept such Bonds of the 27/8% Series as are offered at the price or prices deemed by it most favorable to the Company, not exceeding the current Sinking Fund Redemption Price, up to an aggregate principal amount not exceeding the aggregate principal amount of unregistered coupon Bonds of the 27/8% Series to be retired pursuant to the provisions of *subdivision (b)* of this Section. The Principal Trustee shall notify the Company of the principal amount of all such Bonds of the 27/8% Series so accepted for purchase and the respective prices to be paid therefor including accrued interest, and on the next Sinking Fund Payment Date the Principal Trustee shall, provided the Company shall deposit with the Principal Trustee funds sufficient therefor, purchase such Bonds of the 27/8% Series so accepted, upon presentation and surrender thereof to the Principal Trustee, at such respective prices.

If forty (40) days before the next Sinking Fund Payment Date there shall not have been offered in response to such notice and accepted, at prices not exceeding the current Sinking Fund Redemption Price,

unregistered coupon Bonds of the $2\frac{7}{8}\%$ Series equal in aggregate principal amount to the aggregate principal amount of such unregistered coupon Bonds of the $2\frac{7}{8}\%$ Series to be retired pursuant to the provisions of *subdivision (b)* of this Section, then in such event unregistered coupon Bonds of the $2\frac{7}{8}\%$ Series equal in aggregate principal amount to the sum by which the aggregate principal amount so to be retired exceeds the total aggregate principal amount of Bonds of the $2\frac{7}{8}\%$ Series so accepted shall be drawn by the Principal Trustee by lot in any manner deemed by the Principal Trustee to be fair and proper, and it shall forthwith give the Company notice to that effect specifying the numbers of the Bonds of the $2\frac{7}{8}\%$ Series so drawn.

The Company, upon receipt of such notice from the Principal Trustee, shall forthwith give notice of intention to redeem such unregistered coupon Bonds of the $2\frac{7}{8}\%$ Series by publication in at least one daily newspaper of general circulation regularly published in the English language in the City of Chicago, Illinois, and in the Borough of Manhattan, The City of New York, once a week for two (2) successive calendar weeks, in each case upon any day of the week and in any such newspaper, but the publication in the first calendar week to be made not less than thirty (30) and not more than thirty-five (35) days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state (i) the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), (ii) the place of redemption (which shall be the main office of the Principal Trustee in the City of Chicago, Illinois), (iii) the current Sinking Fund Redemption Price, (iv) the numbers of the unregistered coupon Bonds of $2\frac{7}{8}\%$ Series to be redeemed and (v) that on the date fixed for redemption interest on such Bonds of $2\frac{7}{8}\%$ Series shall cease. Proof in form satisfactory to the Principal Trustee of the publication of such notice as hereinabove provided shall be furnished to the Principal Trustee by the Company on or before such Sinking Fund Payment Date.

Neither the failure to publish notice of the intention of the Company to redeem unregistered coupon Bonds of the $2\frac{7}{8}\%$ Series as pro-

vided in this subsection (c) of this Section nor any imperfection or defect in such notice shall affect the validity of the proceedings for redemption of the registered Bonds of the 2 $\frac{7}{8}$ % Series then being redeemed.

(d) In case the Company shall fail to give the Principal Trustee evidence to its satisfaction that notice of call for redemption as in this Article provided will be given, the Principal Trustee may, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

(e) Subject to the provisions of *Section 7(a)* of this Article, all Bonds of the 2 $\frac{7}{8}$ % Series purchased, redeemed or retired under the provisions of this Article and the appurtenant coupons (if any) shall forthwith be cancelled, and the Principal Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds of the 2 $\frac{7}{8}$ % Series so cancelled to or upon the written order of the Company.

(f) Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 2 $\frac{7}{8}$ % Series (or the specified portions of registered Bonds of the 2 $\frac{7}{8}$ % Series without coupons) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated interest on the Bonds of the 2 $\frac{7}{8}$ % Series so called for redemption (or in the case of a partial redemption of a registered Bond of the 2 $\frac{7}{8}$ % Series without coupons, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. All interest coupons, if any, appurtenant to the Bonds of the 2 $\frac{7}{8}$ % Series so called for redemption, maturing subsequent to the date so designated for redemption, shall be null and void, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. In the case of a coupon Bond of the 2 $\frac{7}{8}$ %

Series, the interest due on the date of redemption and the interest which shall have become due prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

ARTICLE IV.

Dividends and Similar Distributions and Other Covenants.

The Company hereby covenants that, so long as any of the Bonds of the 2 $\frac{7}{8}$ % Series shall remain outstanding, the covenants and agreements of the Company set forth in §4.10 and §4.11 of the Original Mortgage shall be and remain in full force and effect, and be duly observed and complied with by the Company, irrespective of whether or not any Bonds of the 3 $\frac{1}{2}$ % Series due 1969 shall then remain outstanding.

ARTICLE V.

The Trustees.

The Trustees accept the trusts created by this Supplemental Indenture upon the terms and conditions hereof, and agree to perform such trusts upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth. In general, each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI.**Miscellaneous Provisions.**

SECTION 1. The Original Indenture is in all respects ratified and confirmed, and the Original Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Original Indenture. All covenants and provisions of the Original Indenture, except as modified by this Supplemental Indenture, shall continue in full force and effect, and this Supplemental Indenture shall form part of the Original Indenture. All terms defined in Article 1 of the Original Indenture shall, for all purposes of this Supplemental Indenture, have the meanings in said Article 1 specified, unless the context otherwise requires.

SECTION 2. This Supplemental Indenture may be simultaneously executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The Empire District Electric Company, party of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and Harris Trust and Savings Bank, in evidence of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed by its President or a Vice

President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary for and in its behalf; and The Joplin National Bank and Trust Company, in evidence of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed and this instrument to be signed by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, for and in its behalf, all as of the day and year first above written.

THE EMPIRE DISTRICT ELECTRIC COMPANY

By J. E. HARSH (signed)

Attest:

President.

C. M. SHEPHERD (signed)

(Seal)

Assistant Secretary.

Signed, sealed and delivered by THE EMPIRE
DISTRICT ELECTRIC COMPANY in the pres-
ence of

G. M. HARVEY (signed)

T. L. CHEEK (signed)

HARRIS TRUST AND SAVINGS BANK, as Trustee

Attest:

By HAROLD ECKHART (signed)

Vice President.

G. A. GLOW (signed)

(Seal)

Assistant Secretary.

Signed, sealed and delivered by HARRIS TRUST
AND SAVINGS BANK in the presence of

LEE STOETZEL (signed)

LOUIS SHORSTEN (signed)

THE JOPLIN NATIONAL BANK AND TRUST
COMPANY, as Trustee

By J. E. GARM (signed)
President.

Attest:

F. P. GILTNER (signed)
Secretary.

Signed, sealed and delivered by THE JOPLIN
NATIONAL BANK AND TRUST COMPANY in
the presence of

GUY McHENRY (signed)

M. L. KILMER (signed)

(Seal)

STATE OF MISSOURI, }
COUNTY OF JASPER, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 3rd day of June, 1946, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. E. HARSH, President of The Empire District Electric Company, a Kansas corporation, and C. M. SHEPHERD, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary respectively, and as the persons who subscribed the name and affixed the seal of said The Empire District Electric Company, one of the makers thereof, to the foregoing instrument as its President and Assistant Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. E. Harsh and C. M. Shepherd, being each duly sworn by me, severally deposed and said: that they reside at the Connor Hotel, Joplin, Missouri, and 212 Pearl Street, Joplin, Missouri, respectively; that they were at that time respectively President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official notarial seal at my office in said county and state the day and year last above written.

My term expires July 6, 1946

JOCILE MARET (signed)

Notary Public.

(Seal)

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.:

BE IT REMEMBERED, and I do hereby certify, that on the **5th** day of June, 1946, before me, a Notary Public in and for the County and State aforesaid, personally appeared **Harold Eckhart**, Vice President of Harris Trust and Savings Bank, an Illinois corporation, and **G. A. Glow**, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, and as the persons who subscribed the name and affixed the seal of said Harris Trust and Savings Bank, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said **Harold Eckhart** and **G. A. Glow**, being each duly sworn by me, severally deposed and said: that they reside at **Evanston, Ill.** and **Arlington Heights, Ill.**, respectively; that they were at that time respectively Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires September 18, 1948

H. O. PALM (signed)

Notary Public.

(Seal)

STATE OF MISSOURI, }
COUNTY OF JASPER, } ss.:

Be it remembered, and I do hereby certify, that on this 7th day of June, 1946, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. E. GARM, President of The Joplin National Bank and Trust Company, a corporation organized under the laws of the United States of America, and F. P. GILTNER, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and as the persons who subscribed the name and affixed the seal of said The Joplin National Bank and Trust Company, one of the makers thereof, to the foregoing instrument as its President and Secretary and they each acknowledged to me that they, being thereunto duly authorized, executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation.

And the said J. E. Garm and F. P. Giltner being each duly sworn by me, severally deposed and said: that they reside in the City of Joplin, Missouri; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official and notarial seal at my office in said county and state the day and year last above written.

My term expires July 6, 1946

JOCILE MARET (signed)

Notary Public.

(Seal)

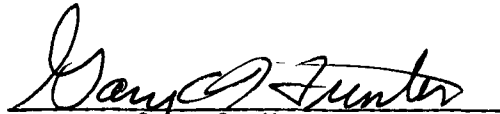
Officer's Affidavit of
The Empire District Electric Company

The undersigned officer of The Empire District Electric Company hereby certifies that:

I am familiar with the Indenture of Mortgage and Deed of Trust ("Mortgage"), dated as of September 1, 1944, between The Empire District Electric Company, as party of the first part, and Harris Trust and Savings Bank and The Joplin National Bank and Trust Company, as trustees, parties of the second part, as amended and supplemented by fifteen supplemental indentures.

Attached hereto is a true, correct and complete, conformed copy of either the Mortgage or one of the fifteen aforementioned supplemental indentures.

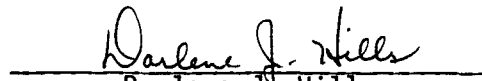
IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of September, 1989.



Gary C. Hunter
Secretary-Treasurer

State of Missouri)
County of Jasper) ss:

On this 1st day of September, 1989, before me, personally appeared Gary C. Hunter, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.



Darlene J. Hills
Notary Public

My Commission expires September 12, 1990.